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## BOOK NOTICES.

*Hand-Book of the Law of Contracts.* By Wm. L. Clark, Jr. Sheep, 925 pp. Price, \$3.75. West Publishing Co., St. Paul, 1894.

We like the way in which the subject of Contracts is developed by the author of this work. He follows the general lines of Anson in his treatment of a contract and logically traces out its attributes. In spite of the modest disclaimer of originality, Mr. Clark shows that he has not been content to follow the loose statements of either books or cases. In several instances he has insisted upon the logic of the law though the cases have squinted another way. Therein he has ceased to be a mere compiler and has asserted the author's privilege. The black letter headings smack of the class-room, but this, if it be a fault, is not so much Mr. Clark's as it is the publishers', and the publishers declare it to be a positive virtue. For class-room work the book is admirable, but it should be administered in small doses and by a competent physician. For instance, at the beginning the very definition of a contract is a little involved in the mazes of abstruse jurisprudence, which the average law student will find hard to comprehend, and the average law instructor even harder to make him comprehend. Once the principles of a contract are grasped, both instructor and student ought, with a proper selection of illustrating cases, to find the rest of the book plain sailing. Time alone will tell whether the practitioner will use Clark on Contracts. We say this advisedly because the book has some faults which the practicing lawyer will find hard to condone. To illustrate, there are very few concrete examples set out in full to support the theoretical statements, and a lawyer as a rule turns to cases and spurns text-book opinions unless they are haloed by the ages.

*A Treatise on the Principles of Pleading in Civil Actions.* By Henry John Stephen. Edited by James DeWitt Andrews. Octavo, sheep, lx. + 554 pp. Price, \$4.00 net. Callaghan & Co., Chicago, 1894.

"Stephen on Pleading" is so well and favorably known by those acquainted with legal bibliography that it would be pure pedantic affectation to enumerate its many excellent features in a magazine of this character. Though written seventy years ago it is regarded, even to-day, as one of the most scholarly and logical treatises on the subject. Other authors have made valuable compilations of the different rules of pleading and illustrated them